

These General Terms of Conditions - Services - ("**GTC**") apply to the provision of services, including but not limited to consultancy services, by TOYOTA GAZOO Racing Europe GmbH ("**TGR-E**") to third parties ("**Business Partner**"), who are not consumers as stipulated under § 13 BGB, individually also "Party" and collectively the "Parties".

## **1. SCOPE OF AGREEMENT**

- 1.1 TGR-E will provide the services defined in an individual agreement between TGR-E and Business Partner (the "Services"). Unless expressly specified otherwise, TGR-E is not obliged to produce certain work results.
- 1.2 TGR-E will not be responsible for providing advice on legal, regulatory, tax or accounting matters. Any advice rendered by TGR-E for those matters may not be relied upon.

## **2. CHARGES**

- 2.1 The charges for the Services are set out in the individual agreement.
- 2.2 If not agreed upon otherwise, TGR-E will charge all reasonable costs and expenses, including travel time, travel costs and accommodation in addition to the charges as defined pursuant to Sec. 2.1.
- 2.3 If not agreed upon otherwise, charges will be invoiced on a monthly basis after the provision of the Service. In case of fixed charges, the individual agreement will define the due dates and respective amounts.
- 2.4 All charges are quoted net, plus the applicable VAT.
- 2.5 Invoices are payable within 15 days after receipt of the invoice.

## **3. WARRANTY**

- 3.1 TGR-E warrants that TGR-E will provide the Service at least in accordance with general market standards for such Service.
- 3.2 TGR-E, however, does not warrant that the Service will serve a specific purpose or allows Business Partner to achieve certain results.

## **4. LIABILITY**

- 4.1 The liability of both Parties for health and injury of employees of the other Party as well as for damages caused by willful intent or by gross negligence is not limited.
- 4.2 For damages not caused by intent or gross negligence, the liability of both Parties is limited to the typically foreseeable damage.
- 4.3 The typically foreseeable damage shall be limited to 2,000,000.00 EUR (two million Euros).
- 4.4 Neither party shall be liable for the testing results generated.
- 4.5 Neither party shall be liable for indirect or consequential damages such as of loss of revenue or good-will.
- 4.6 Both Parties shall conclude adequate insurance policies to cover any damages for which it may be liable towards the other Party and shall upon request of the other party provide evidence thereof.

## **5. NO EXCLUSIVITY**

The provision of the Service by TGR-E is not exclusive. TGR-E is in particular permitted to provide identical or similar services to competitors of Business Partner.

## **6. CONFIDENTIALITY**

Both Parties shall be obliged to the confidentiality agreed upon by the Parties in the separate Confidentiality Agreement.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 All deliverables, concepts, documents, drafts, print materials and other work results (hereinafter "Work Results") that have been created by TGR-E solely in fulfillment of the Services shall be vested exclusively and without limitation to Business Partner. The statutory binding copyright (moral rights) shall vest with the respective author.
- 7.2 TGR-E shall, however, be entitled to use all know-how, ideas and concepts generated by TGR-E in connection with the provision of the Service for its own purpose, including the provision of services to other customers.
- 7.3 The Parties agree that it is Business Partner's sole obligation to ensure that the use and/or delivery of any work results delivered by TGR-E on request of the Business Partner does not infringe on third party rights, such as trademarks, utility and design rights or patents.

## **8. CODE OF CONDUCT; ANTI-CORRUPTION**

- 8.1 The Parties undertake to comply with the law applicable in connection with the performance of the individual agreement and agree that such compliance represents an indispensable condition for cooperation in trust.

8.2 The Parties undertake, in particular, not to influence any decisions whatsoever by means of commissions, benefits or any other favours to the Parties' employees or representatives or on behalf of the respective other Party in relation to third parties. Gifts/promotional giveaways of minor value, which are generally considered unobjectionable and reasonable business lunch or dinner invitations in the scope of the usual business activity shall remain unaffected; this shall, in particular, include invitations to motor sports events, where the inviting Party is participating. In addition, the Parties undertake to notify management of the respective other Party unsolicited of any of the Parties' employees or representatives attempting to obtain benefits or privileges of any type or scope whatsoever for the aforementioned purpose of exerting influence.

## **9. GOVERNING LAW AND JURISDICTION**

9.1 The laws of the Federal Republic of Germany, without regard to principles of conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods, shall apply.

9.2 All disputes shall be subject to the exclusive jurisdiction of the courts of Cologne, Germany, unless Business Partner is a Consumer.

## **10. MISCELLANEOUS**

10.1 In the event (and to the extent only) of any inconsistency or conflict between the provisions of this GTC and the terms and conditions specified in an individual agreement, the provisions of this GTC shall take precedence. There shall be only one exception to the foregoing: in the event that the Parties agree to deviate from one or more provisions of this GTC in an individual agreement, such deviation and the provision of this GTC from which the Parties agree to deviate must be expressly mentioned in such individual agreement in order to avoid any misunderstanding. Any deviation which is not specified in such individual agreement in the way mentioned above shall not be applicable or enforceable between the Parties.

10.2 Neither Party may assign the rights and obligations under an individual agreement to a third Party without the prior written consent of the other Party.

10.3 The failure of either Party to seek redress for breach or to insist upon the strict performance of any covenant, agreement, provision or condition of this GTC or an individual agreement shall not constitute a waiver thereof, and such Party shall have all remedies provided herein and by applicable law with respect to any subsequent act which would have originally constituted a breach.

10.4 Nothing contained in this GTC or in the relationship of the Business Partner and TGR-E shall be deemed to constitute a partnership, joint venture or any other relationship between TGR-E and the Business Partner, except as stated in the individual agreement.

10.5 If individual provisions of this GTC are or become invalid or unenforceable, the GTC as a whole and the remaining provisions of it remain valid. The Parties are obligated to replace invalid or unenforceable provisions with valid/enforceable provisions that are commercially as similar as possible to the invalid/unenforceable provisions, and they must do so from the commencement of such invalidity/unenforceability and must take their mutual interests into account. The same applies analogously to contractual gaps.